

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the PORT OF NEWPORT, an Oregon governmental entity organized under ORS Ch. 198 and Ch. 777 (hereinafter referred to as PORT), and the City of Newport, an Oregon Municipality formed under ORS Ch. 221 (hereinafter referred to as City).

WITNESSETH:

RECITALS.

WHEREAS, the parties hereto wish to enter into a memorandum of understanding to provide operational benefits to both parties as it relates to the acquisition, storage and disposal dredge materials; and

WHEREAS, it is in the mutual interests of the parties to cooperate in removing and relocating dredge materials and "clean unbuildable materials" containing organic matter to acceptable and agreed upon sites; and

WHEREAS, the Port has access to "clean buildable materials" owned by the State of Oregon and the City desires to acquire "clean buildable materials" for its purposes

WHEREAS, the parties acknowledge that they have lawful authority to execute this Memorandum of Understanding; and being fully advised,

NOW, THEREFORE, the premises being in general as stated in the foregoing recital, it is agreed by and between the parties hereto as follows:

1. **Purpose.** The Port is hereby authorized during the term of this Memorandum of Understanding to dispose of "clean fill material" of approximately 40,000 yards, upon City real property at sites located at the Newport Municipal Airport approved by the City. The Port is responsible for the costs associated with the transport and stock-piling of the described materials to the approved site(s). For every cubic yard of "clean fill material" disposed of by the Port at the Airport, the Port will provide to the City, at no cost to the City, a cubic yard of "clean buildable material."
2. **Definitions.**
"Clean fill materials" means waste materials that can be recycled or reused in future construction projects. "Clean" refers to being environmentally clean, meaning that the materials are free of contaminants that may cause harm to people, animals, or environments that they come into contact with. Common contaminants include corrosive, combustible, radioactive or zootoxic materials. Materials accepted as "clean fill material" includes brick, concrete, dirt, top soil, gravel, rubble and cement. "Clean fill material" does not include: organic or biological waste (including food or yard waste), metals, plastics, cardboard, contaminated soil, glass, fiberglass, or hazardous household waste such as chemicals, appliances, tires, or electronics. As used in this memorandum "clean buildable material" shall mean dredge sand.
3. **Acknowledgment.** The parties acknowledge that the "clean buildable material" is obtained and is owned by the State of Oregon. The said material to be supplied to the City will be acquired by the Port from the State of Oregon at no cost to the City. Port will pay the charge for such materials at the current rate as

established by the State of Oregon. City shall allow the Port to access the Airport site to dispose "clean unbuildable material" at reasonable times and places. "Clean buildable material" will be provided to the City as described herein and will be transported at the sole cost of the City to locations/projects and at times as determined by the City.


4. **Amendment Provisions.** The terms of this agreement may be amended by mutual agreement of the parties: Any amendments shall be in writing and shall refer specifically to this agreement, and shall be executed by the parties.
5. **Duration and Termination of Agreement.** This agreement shall continue for a period of 10 years from the date of execution, and shall continue in effect until terminated by the Port or City with written notice of such intent to terminate provided to the other party. The effective date of termination shall be 90 days after said Notice. The Port will have 3 years from the date of execution of this Memorandum of Understanding to relocate and dispose of the "clean unbuildable material" at the Airport site, unless the parties mutually agree to extend said time period.
6. **Written Notice Addresses.** All written notices required under this Agreement shall be sent to:

Port: General Manager
Port of Newport
600 SE Bay Blvd
Newport, OR 97365


CITY: City Manager
City of Newport
169 SW Coast Hwy
Newport, OR 97365

IN WITNESS WHEREOF, the parties, by the signature of their authorized representative executed this Agreement effective on the date shown below each signature.


Port of Newport:

By: 
Printed Name: KEVIN GREENWOOD
Title: General Manager
Date: 6/15/2016

City of Newport:

By: 
Printed Name: Spencer R. Nobel
Title: City Manager
Date: 06-06-12

APPROVED AS TO FORM.


City Attorney